

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	First National Real Estate Maitland 454 High Street, Maitland NSW 2320	phone: 02 4933 5544 email: sales@fnrem.com.au ref: Michael Haggarty
co-agent		
vendor		
vendor's solicitor	East Coast Conveyancing 3 Aluminium Close Edgeworth NSW 2285	phone: 02 4958 5363 email: reception@eastcoastlaw.com.au ref: 41933
date for completion land (address, plan details and title reference)	42 days after the contract date 2/3 TRADERS WAY HEDDON GRETA NSW 2321 Lot 2 DP 1230541 Folio Identifier 2/1230541	(clause 15)
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

A real estate agent is permitted by legislation to fill up the items in this box in a sale of residential property.

inclusions	<input checked="" type="checkbox"/> air conditioning <input checked="" type="checkbox"/> clothes line <input checked="" type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> range hood <input checked="" type="checkbox"/> blinds <input checked="" type="checkbox"/> curtains <input checked="" type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input checked="" type="checkbox"/> built-in wardrobes <input checked="" type="checkbox"/> dishwasher <input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove <input checked="" type="checkbox"/> ceiling fans <input type="checkbox"/> EV charger <input type="checkbox"/> pool equipment <input checked="" type="checkbox"/> TV antenna <input checked="" type="checkbox"/> other: Automatic Garage Door Opener
exclusions	
purchaser	
purchaser's solicitor	
price	
deposit	
balance	_____ (10% of the price, unless otherwise stated)
contract date	_____ (if not stated, the date this contract was made)

Where there is more than one purchaser JOINT TENANTS
 tenants in common in unequal shares, specify:

GST AMOUNT (optional) The price includes GST of: \$

buyer's agent

Note: Clause 20.15 provides "Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked."

SIGNING PAGE

<p>VENDOR</p> <p>Signed by</p> <p>_____ Vendor</p> <p>_____ Vendor</p>	<p>PURCHASER</p> <p>Signed by</p> <p>_____ Purchaser</p> <p>_____ Purchaser</p>
<p>VENDOR (COMPANY)</p> <p>Signed by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____ Signature of authorised person</p> <p>_____ Signature of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Office held</p> <p>_____ Office held</p>	<p>PURCHASER (COMPANY)</p> <p>Signed by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____ Signature of authorised person</p> <p>_____ Signature of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Office held</p> <p>_____ Office held</p>

Choices

- Vendor agrees to accept a **deposit-bond** NO yes
- Nominated Electronic Lodgment Network (ELN)** (clause 4) PEXA
- Manual transaction** (clause 30) NO yes
- (if yes, vendor must provide further details, including any applicable exemption, in the space below):

Tax information (the parties promise this is correct as far as each party is aware)

- Land tax is adjustable NO yes
- GST: Taxable supply NO yes in full yes to an extent
- Margin scheme will be used in making the taxable supply NO yes

This sale is not a taxable supply because (one or more of the following may apply) the sale is:

- not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))
- by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))
- GST-free because the sale is the supply of a going concern under section 38-325
- GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O
- input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

- Purchaser must make an **GSTRW payment** NO yes (if yes, vendor must provide details)
- (GST residential withholding payment)

If the details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice at least 7 days before the date for completion.

GSTRW payment (GST residential withholding payment) – details

Frequently the supplier will be the vendor. However, sometimes further information will be required as to which entity is liable for GST, for example, if the supplier is a partnership, a trust, part of a GST group or a participant in a GST joint venture.

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of **GSTRW payment**:

If more than one supplier, provide the above details for each supplier.

Amount purchaser must pay – price multiplied by the **GSTRW rate** (residential withholding rate): \$

Amount must be paid: AT COMPLETION at another time (specify):

Is any of the consideration not expressed as an amount in money? NO yes

If "yes", the GST inclusive market value of the non-monetary consideration: \$

Other details (including those required by regulation or the ATO forms):

List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land	<input type="checkbox"/> 33 property certificate for strata common property
<input checked="" type="checkbox"/> 2 plan of the land	<input type="checkbox"/> 34 plan creating strata common property
<input type="checkbox"/> 3 unregistered plan of the land	<input type="checkbox"/> 35 strata by-laws
<input type="checkbox"/> 4 plan of land to be subdivided	<input type="checkbox"/> 36 strata development contract or statement
<input type="checkbox"/> 5 document that is to be lodged with a relevant plan	<input type="checkbox"/> 37 strata management statement
<input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979	<input type="checkbox"/> 38 strata renewal proposal
<input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)	<input type="checkbox"/> 39 strata renewal plan
<input type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)	<input type="checkbox"/> 40 leasehold strata - lease of lot and common property
<input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)	<input type="checkbox"/> 41 property certificate for neighbourhood property
<input checked="" type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract	<input type="checkbox"/> 42 plan creating neighbourhood property
<input type="checkbox"/> 11 <i>planning agreement</i>	<input type="checkbox"/> 43 neighbourhood development contract
<input type="checkbox"/> 12 section 88G certificate (positive covenant)	<input type="checkbox"/> 44 neighbourhood management statement
<input type="checkbox"/> 13 survey report	<input type="checkbox"/> 45 property certificate for precinct property
<input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i>	<input type="checkbox"/> 46 plan creating precinct property
<input type="checkbox"/> 15 occupation certificate	<input type="checkbox"/> 47 precinct development contract
<input type="checkbox"/> 16 lease (with every relevant memorandum or variation)	<input type="checkbox"/> 48 precinct management statement
<input type="checkbox"/> 17 other document relevant to tenancies	<input type="checkbox"/> 49 property certificate for community property
<input type="checkbox"/> 18 licence benefiting the land	<input type="checkbox"/> 50 plan creating community property
<input type="checkbox"/> 19 old system document	<input type="checkbox"/> 51 community development contract
<input type="checkbox"/> 20 Crown purchase statement of account	<input type="checkbox"/> 52 community management statement
<input type="checkbox"/> 21 building management statement	<input type="checkbox"/> 53 document disclosing a change of by-laws
<input checked="" type="checkbox"/> 22 form of requisitions	<input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement
<input type="checkbox"/> 23 <i>clearance certificate</i>	<input type="checkbox"/> 55 document disclosing a change in boundaries
<input type="checkbox"/> 24 land tax certificate	<input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015
Home Building Act 1989	<input type="checkbox"/> 57 information certificate under Community Land Management Act 2021
<input type="checkbox"/> 25 insurance certificate	<input type="checkbox"/> 58 disclosure statement - off the plan contract
<input type="checkbox"/> 26 brochure or warning	<input type="checkbox"/> 59 other document relevant to the off the plan contract
<input type="checkbox"/> 27 evidence of alternative indemnity cover	Other
Swimming Pools Act 1992	<input type="checkbox"/> 60
<input type="checkbox"/> 28 certificate of compliance	
<input type="checkbox"/> 29 evidence of registration	
<input type="checkbox"/> 30 relevant occupation certificate	
<input type="checkbox"/> 31 certificate of non-compliance	
<input type="checkbox"/> 32 detailed reasons of non-compliance	

HOLDER OF STRATA OR COMMUNITY SCHEME RECORDS – Name, address, email address and telephone number

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

Before signing this contract you should ensure that you understand your rights and obligations, some of which are not written in this contract but are implied by law.

WARNING—SMOKE ALARMS

The owners of certain types of buildings and strata lots must have smoke alarms, or in certain cases heat alarms, installed in the building or lot in accordance with regulations under the *Environmental Planning and Assessment Act 1979*. It is an offence not to comply. It is also an offence to remove or interfere with a smoke alarm or heat alarm. Penalties apply.

WARNING—LOOSE-FILL ASBESTOS INSULATION

Before purchasing land that includes residential premises, within the meaning of the *Home Building Act 1989*, Part 8, Division 1A, built before 1985, a purchaser is strongly advised to consider the possibility that the premises may contain loose-fill asbestos insulation, within the meaning of the *Home Building Act 1989*, Part 8, Division 1A. In particular, a purchaser should—

- (a) search the Register required to be maintained under the *Home Building Act 1989*, Part 8, Division 1A, and
- (b) ask the relevant local council whether it holds records showing that the residential premises contain loose-fill asbestos insulation.

For further information about loose-fill asbestos insulation, including areas in which residential premises have been identified as containing loose-fill asbestos insulation, contact NSW Fair Trading.

Cooling off period (purchaser's rights)

- 1 This is the statement required by the *Conveyancing Act 1919*, section 66X. This statement applies to a contract for the sale of residential property.
- 2 EXCEPT in the circumstances listed in paragraph 3, the purchaser may rescind the contract before 5pm on—
 - (a) for an off the plan contract—the tenth business day after the day on which the contract was made, or
 - (b) in any other case—the fifth business day after the day on which the contract was made.
- 3 There is NO COOLING OFF PERIOD—
 - (a) if, at or before the time the contract is made, the purchaser gives to the vendor, or the vendor's solicitor or agent, a certificate that complies with the Act, section 66W, or
 - (b) if the property is sold by public auction, or
 - (c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or
 - (d) if the contract is made in consequence of the exercise of an option to purchase the property, other than an option that is void under the Act, section 66ZG.
- 4 A purchaser exercising the right to cool off by rescinding the contract forfeits 0.25% of the purchase price of the property to the vendor.
- 5 The vendor is entitled to recover the forfeited amount from an amount paid by the purchaser as a deposit under the contract. The purchaser is entitled to a refund of any balance.

DISPUTES

If you get into a dispute with the other party, the Law Society and Real Estate Institute encourage you to use informal procedures such as negotiation, independent expert appraisal, the Law Society Conveyancing Dispute Resolution Scheme or mediation (for example mediation under the Law Society Mediation Program).

AUCTIONS

Regulations made under the Property and Stock Agents Act 2002 prescribe a number of conditions applying to sales by auction.

WARNINGS

1. Various Acts of Parliament and other matters can affect the rights of the parties to this contract. Some important matters are actions, claims, decisions, licences, notices, orders, proposals or rights of way involving:

<p>APA Group Australian Taxation Office Council County Council Department of Planning and Environment Department of Primary Industries Electricity and gas Land and Housing Corporation Local Land Services</p>	<p>NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority</p>
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If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.

The vendor sells and the purchaser buys the *property* for the price under these provisions instead of Schedule 3 Conveyancing Act 1919, subject to any *legislation* that cannot be excluded.

1 Definitions (a term in italics is a defined term)

1.1 In this contract, these terms (in any form) mean –

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice served by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> • the issuer; • the expiry date (if any); and • the amount;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11th if not);
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
TA Act	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the TA Act;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

1.2 Words and phrases used in this contract (italicised and in Title Case, such as *Conveyancing Transaction*, *Digitally Signed*, *Electronic Workspace*, *ELN*, *ELNO*, *Land Registry*, *Lodgment Case* and *Subscriber*) have the meanings given in the *participation rules*.

2 Deposit and other payments before completion

2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.

2.2 Normally, the purchaser must pay the deposit on the making of this contract, and this time is essential.

2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.

2.4 The purchaser can pay any of the deposit by –

2.4.1 giving cash (up to \$2,000) to the *depositholder*;

2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or

2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.

2.5 The vendor can *terminate* if –

2.5.1 any of the deposit is not paid on time;

2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or

2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.

This right to *terminate* is lost as soon as the deposit is paid in full.

2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.

2.7 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.

2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.

2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

3.1 This clause applies only if the vendor accepts a *deposit-bond* for the deposit (or part of it).

3.2 The purchaser must provide the *deposit-bond* to the vendor's *solicitor* (or if no *solicitor* the *depositholder*) at or before the making of this contract and this time is essential.

3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.

3.4 The vendor must approve a replacement *deposit-bond* if –

3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and

3.4.2 it has an expiry date at least three months after its date of issue.

3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –

3.5.1 the purchaser *serves* a replacement *deposit-bond*; or

3.5.2 the deposit is paid in full under clause 2.

3.6 Clauses 3.3 and 3.4 can operate more than once.

- 3.7 If the purchaser serves a replacement *deposit-bond*, the vendor must serve the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.5.
- 3.9 The vendor must give the purchaser any original *deposit-bond* –
- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 normally, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 if the purchaser serves prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 normally, the vendor must give the purchaser any original *deposit-bond*; or
- 3.11.2 if the vendor serves prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Electronic transaction**
- 4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
- 4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
- 4.1.2 a party serves a notice stating why the transaction is a *manual transaction*, in which case the parties do not have to complete earlier than 14 days after service of the notice, and clause 21.3 does not apply to this provision,
- and in both cases clause 30 applies.
- 4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
- 4.2.1 each party must –
- bear equally any disbursements or fees, and
 - otherwise bear that party's own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 4.2.2 if a party has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the parties, that amount must be adjusted under clause 14.
- 4.3 The parties must conduct the *electronic transaction* –
- 4.3.1 in accordance with the *participation rules* and the *ECNL*; and
- 4.3.2 using the nominated *ELN*, unless the parties otherwise agree. This clause 4.3.2 does not prevent a party using an *ELN* which can interoperate with the nominated *ELN*.
- 4.4 A party must pay the fees and charges payable by that party to the *ELNO* and the *Land Registry*.
- 4.5 Normally, the vendor must within 7 days of the contract date create and populate an *Electronic Workspace* with *title data* and the date for completion, and invite the purchaser to the *Electronic Workspace*.
- 4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and populate an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace*.
- 4.7 The parties must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
- 4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
- 4.7.2 create and populate an *electronic transfer*;
- 4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
- 4.7.4 populate the *Electronic Workspace* with a nominated *completion time*.
- 4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- 4.10 If the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must populate the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.
- 4.11 Before completion, the parties must ensure that –
- 4.11.1 all *electronic documents* which a party must *Digitally Sign* to complete the *electronic transaction* are populated and *Digitally Signed*;
- 4.11.2 all certifications required by the *ECNL* are properly given; and
- 4.11.3 they do everything else in the *Electronic Workspace* which that party must do to enable the *electronic transaction* to proceed to completion.
- 4.12 If the computer systems of any of the *Land Registry*, the *ELNO*, Revenue NSW or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the parties, a failure to complete this contract for that reason is not a default under this contract on the part of either party.

- 4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.
- 4.14 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

5 Requisitions

- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *servicing* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within* a reasonable time.

6 Error or misdescription

- 6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).
- 6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.
- 6.3 However, this clause does not apply to the extent the purchaser knows the true position.

7 Claims by purchaser

- Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *servicing* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition* *within* 14 days after that *service*.

- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *servicing* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.
- 9 Purchaser's default**
- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *servicing* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.
- 10 Restrictions on rights of purchaser**
- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

- 13 Goods and services tax (GST)**
- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a party must pay the price or any other amount to the other party under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a party must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the party must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the parties agree the supply of the property is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the parties must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if within 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not serve that letter within 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the property.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the parties agree that the margin scheme is to apply to the sale of the property.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the property will not be used and represents that the purchaser does not intend the property (or any part of the property) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the property, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the property (or any part of the property).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the property which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the property to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the vendor serves details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that service and clause 21.3 does not apply to this provision.
- 13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, serve evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

14 Adjustments

- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion, and –
- 14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
 - the land was not subject to a special trust or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 The *parties* must not adjust any first home buyer choice property tax.
- 14.6 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

15 Date for completion

The *parties* must complete by the date for completion and, if they do not, a *party* can serve a notice to complete if that *party* is otherwise entitled to do so.

16 Completion**• Vendor**

- 16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.4 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

• Purchaser

- 16.5 On completion the purchaser must pay to the vendor –
- 16.5.1 the price less any –
- deposit paid;
 - *FRGGW* remittance payable;
 - *GSTRW* payment; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.5.2 any other amount payable by the purchaser under this contract.
- 16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.
- 16.7 On completion the deposit belongs to the vendor.

17 Possession

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.
- 19 Rescission of contract**
- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *serving* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.
- 20 Miscellaneous**
- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's* *solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's* *solicitor* (apart from a direction under clause 4.8 or clause 30.4);
- 20.6.2 *served* if it is *served* by the *party* or the *party's* *solicitor*;
- 20.6.3 *served* if it is *served* on the *party's* *solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
- 20.6.5 *served* if it is sent by email or fax to the *party's* *solicitor*, unless in either case it is not received;
- 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person;
- 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and
- 20.6.8 *served* if it is provided to or by the *party's* *solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
- 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.

- 20.14 The details and information provided in this contract (for example, on pages 1 - 4) are, to the extent of each party's knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 20.16 Each party consents to –
- 20.16.1 any party signing this contract electronically; and
- 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the parties.
- 20.17 Each party agrees that electronic signing by a party identifies that party and indicates that party's intention to be bound by this contract.
- 21 Time limits in these provisions**
- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a business day, the time is extended to the next business day, except in the case of clauses 2 and 3.2.
- 21.6 Normally, the time by which something must be done is fixed but not essential.
- 22 Foreign Acquisitions and Takeovers Act 1975**
- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to terminate.
- 23 Strata or community title**
- Definitions and modifications**
- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
- 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the property' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
- Adjustments and liability for expenses**
- 23.5 The parties must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.
- 24 Tenancies**
- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.

- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.
- 25 Qualified title, limited title and old system title**
- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within* 7 days after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

26 Crown purchase money

- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.

27 Consent to transfer

- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.
 27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.
 27.4 If consent is refused, either *party* can *rescind*.
 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.
 27.6 If consent is not given or refused –
 27.6.1 *within 42 days* after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
 27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.
 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
 27.7.1 under a *planning agreement*; or
 27.7.2 in the Western Division.
 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

28 Unregistered plan

- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
 28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
 28.3 If the plan is not registered *within that time* and *in that manner* –
 28.3.1 the purchaser can *rescind*; and
 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
 28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.
 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.
 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

29 Conditional contract

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party* *serves* notice of the condition.
 29.7 If the *parties* can lawfully complete without the event happening –
 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;
 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party* *serves* notice of the refusal; and
 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
 - either *party* *serving* notice of the event happening;
 - every *party* who has the benefit of the provision *serving* notice waiving the provision; or
 - the end of the time for the event to happen.

- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Manual transaction

- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
- 30.2 Normally, the purchaser must *serve* the transfer at least 7 days before the date for completion.
- 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
- 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- **Place for completion**
- 30.6 Normally, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address; or
- 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- **Payments on completion**
- 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
- 30.10 Normally, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 30.10.1 the amount is to be treated as if it were paid; and
- 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.12.3 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.13.3 *serve* evidence of receipt of payment of the *FRCGW remittance*.

31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business days* before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

32 Residential off the plan contract

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.

2/3 TRADERS WAY HEDDON GRETA NSW 2321

ADDITIONAL PROVISIONS

1 Purchaser's warranty as to real estate agent

- 1.1 The purchaser warrants that the purchaser was not introduced to the property or the Vendor by a Real Estate Agent other than the Real Estate Agent, if any, disclosed on the front page of the contract and the purchaser agrees to indemnify the Vendor against any claim for commission, including the Vendor's costs of defending any such claim, which arises as a result of the purchaser's breach of this warranty.
- 1.2 This warranty and indemnity will not merge on completion.

2 Liquidated damages

- 2.1 In the event that the Purchaser does not complete this contract on or before the completion date, and provided the Vendor is ready and willing to complete the contract, then the Purchaser must pay:
 - 2.1.1 from the completion date, interest on the purchase price at the rate of 10% per annum until completion; and
 - 2.1.2 the sum of \$330.00 on account of the additional legal fees incurred by the Vendor because of the delay;
- 2.2 The Purchaser acknowledges that the payment of the liquidated damages referred to herein is contemporaneous with the payment of the purchase price on settlement. It is agreed that the amount payable pursuant to this condition is a genuine pre-estimate of the Vendors' loss of interest for the purchase money and liability for rates and outgoings.

3 Time under notice

The parties agree that 14 days shall be reasonable notice for the purpose of any notice served by either party, including a notice to complete, making time of the essence.

4 Present condition and state of repair

The property together with the improvements thereon is sold in its present state of repair and condition and the Purchaser acknowledges that he buys the property not relying upon any warranties or representations made to him by or on behalf of the Vendor not contained in the Contract. The Purchaser shall not call upon the Vendor to carry out any repairs to the property, or to any furnishings and chattels, comply with a work order made after the date hereof nor effect any treatment for pest infestation.

5 Death, mental incapacity or assignment of estate

If the Purchaser or Vendor or any one or more of them shall die or become mentally incapacitated prior to completion of this Contract then either party may by notice in writing to the other party's Licensed Conveyancer or Solicitor rescind this contract whereupon the provisions of this contract as to rescission shall apply.

6 House Drainage Diagrams

If the Property is in an area serviced by Hunter Water Corporation, then the Purchaser acknowledges that Hunter Water Corporation does not keep or issue internal diagrams in the ordinary course of administration.

7 Payment of Deposit by instalments

The parties agree that if there is a cooling off period under this Contract, the deposit may be paid by two instalments in the following manner:

- (a) The first instalment of 0.25% of the purchase price on the making of this Contract; and
- (b) The second instalment of 9.75% of the purchase price on or before the expiration of the cooling off period.

8 Requisitions on Title

The Purchaser agrees that the only form of general Requisitions on Title the Purchaser may make pursuant to Clause 5 shall be in the form of the Requisitions on Title annexed.

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor: **Michael James Ralston and Wendy Anne Ralston**
Purchaser:
Property: 2/3 Traders Way, Heddon Greta
Dated: 18 April 2024

Possession and tenancies

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the property or any part of it?
3. (a) What are the nature and provisions of any tenancy or occupancy?
(b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
(c) Please specify any existing breaches.
(d) All rent should be paid up to or beyond the date of completion.
(e) Please provide details of any bond together with the Rental Bond Board's reference number.
(f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the property affected by a protected tenancy? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*.)
5. If the tenancy is subject to the *Residential Tenancies Act 1987*:
(a) has either the vendor or any predecessor or the tenant applied to the Residential Tenancies Tribunal for an order?
(b) have any orders been made by the Residential Tenancies Tribunal? If so, please provide details.

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property free from all encumbrances.
7. On or before completion, any mortgage or caveat must be discharged or withdrawn (as the case may be) or an executed discharge or withdrawal handed over on completion.
8. When and where may the title documents be inspected?
9. Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

Adjustments

10. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
11. Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? If so:
(a) to what year has a return been made?
(b) what is the taxable value of the property for land tax purposes for the current year?

Survey and building

12. Subject to the Contract, survey should be satisfactory and show that the whole of the property is available and that there are no encroachments by or upon the property and that all improvements comply with local government/planning legislation.
13. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
14. (a) Have the provisions of the *Local Government Act, the Environmental Planning and Assessment Act 1979* and their regulations been complied with?
(b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
(c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
(d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.

- (e) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance under the *Home Building Act 1989*.
- 15. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property?
- 16. If a swimming pool is included in the property:
 - (a) when did construction of the swimming pool commence?
 - (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
 - (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
 - (d) are there any outstanding notices or orders?
- 17. (a) To whom do the boundary fences belong?
 - (b) Are there any party walls?
 - (c) If the answer to (b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
 - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

Affectations

- 18. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
- 19. Is the vendor aware of:
 - (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
 - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
 - (c) any latent defects in the property?
- 20. Has the vendor any notice or knowledge that the property is affected by the following:
 - (a) any resumption or acquisition or proposed resumption or acquisition?
 - (b) any notice requiring work to be done or money to be spent on the property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (c) any work done or intended to be done on the property or the adjacent street which may create a charge on the property or the cost of which might be or become recoverable from the purchaser?
 - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
 - (e) any realignment or proposed realignment of any road adjoining the property?
 - (f) any contamination?
- 21. (a) Does the property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
 - (b) If so, do any of the connections for such services pass through any adjoining land?
 - (c) Do any service connections for any other property pass through the property?
- 22. Has any claim been made by any person to close, obstruct or limit access to or from the property or to an easement over any part of the property?

Capacity

- 23. If the Contract discloses that the vendor is a trustee, evidence should be produced to establish the trustee's power of sale.

Requisitions and transfer

- 24. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
- 25. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
- 26. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
- 27. The purchaser reserves the right to make further requisitions prior to completion.
- 28. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.



FOLIO: 2/1230541

SEARCH DATE	TIME	EDITION NO	DATE
16/4/2024	12:15 PM	3	8/8/2019

LAND

LOT 2 IN DEPOSITED PLAN 1230541
AT HEDDON GRETA
LOCAL GOVERNMENT AREA CESSNOCK
PARISH OF HEDDON COUNTY OF NORTHUMBERLAND
TITLE DIAGRAM DP1230541

FIRST SCHEDULE

SECOND SCHEDULE (5 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 A165081 LAND EXCLUDES MINERALS AND IS SUBJECT TO RIGHTS TO MINE
- 3 DP1206237 RESTRICTION(S) ON THE USE OF LAND
- 4 DP1230541 CROSS EASEMENTS FOR PARTY WALLS (S. 88BB CONVEYANCING ACT, 1919) AFFECTING THE PARTY WALL(S) SHOWN IN THE TITLE DIAGRAM
- 5 AP451122 MORTGAGE TO MAITLAND MUTUAL BUILDING SOCIETY LIMITED

NOTATIONS

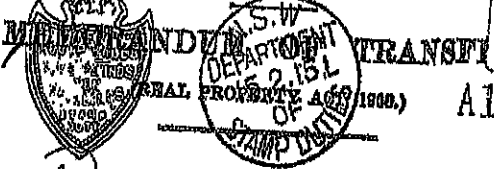
UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

Transfer of
Endorsement
Certificate

New South Wales.

A165081W



FOR STAMPER

The
East Greta Coal Mining Co Ltd
A165081 Limited



29 3121

- a Name, residence, occupation, or other designation, in full, of Transferor.
- b If a less estate, state out "in fee simple" and indicate the required alteration.
- c All subsisting encumbrances must be noted hereon. (See page 2.)
- d If the completion be not compulsory, state as notice conclusively.

being registered as the proprietor of an Estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens, and interests, as are notified by memorandum underwritten or endorsed hereon, in consideration of One thousand and fifty pounds (B1050)

- a Name, residence, occupation, or other designation in full, of transferee.
- If a minor, state of what age, and forward certificate or declaration as to date of birth.
- If a married woman, state name, residence, and occupation of husband.

paid to ~~say~~ by The Heddon Jockey Club Limited

the receipt whereof I hereby acknowledged

925/97

- a If to two or more, state whether as joint tenants or tenants in common.

The Heddon Jockey Club Limited
do hereby transfer to the said

- a Area, in acres, rods, or perches.

ALL Estate and Interest, as such registered proprietors in ALL THAT piece of land containing

- a Parish or town and county.

seventy seven acres three roods eighteen perches
situate in Parish of Beesnoth Parish of Heddon, County of Northumberland

- a "The whole" or "part," as the case may be.

being part of the land comprised in Certificate of Title

- a "Crown Grant," or "Certificate of Title."

dated 16th December 1914 registered volume No. 2589 folio 186.

- a Refer to it and appropriate. These references will suffice, if the whole land in the grant or certificate to be transferred.

And also in the pieces of land as follows:

As delineated in the plan annexed hereto and signed and sealed as follows:

- a But if a part only (unless a plan has been deposited, in which case a reference to the No. of allotment and No. of plan will be sufficient), a description or plan will be required and reserved.

Reserving nevertheless to the said East Greta Coal Mining Company Ltd, its successors and assigns the Coal and other minerals (if any) not included in the reservations to the Crown within and under the said land hereby transferred with all necessary or proper powers, rights and easements for searching for winning getting and carrying away the same AND ALSO full liberty for the said East Greta Coal Mining Co. Ltd., its successors and assigns to sink drive make and use air courses on the said land and to erect and set up fire and other engine machinery and works under the said lands or any of them for the purpose of more convenient working and carrying away the said mines and minerals and generally to do all other acts and things necessary and proper for working and carrying away the said mines and minerals under but not over the surface of the said land according to the most approved practice of mining in the district but every such adit air course engine machinery or works shall be dug made constructed or erected so as to as little as possible interfere with or prejudicially affect any racing ground or track building or erection now or hereafter made or constructed upon the said land hereby transferred by the said Heddon Jockey Club Ltd, its successors or assigns provided also that the said East Greta Coal Mining Co. Ltd its successors and assigns shall not be liable to fence or assist in the erection of or to pay [Rule up all banks before opening.]

Any provision in addition to, or modification of, the covenants implied by the Act, may also be inserted.

The form when filled in should be read up so that no additions are possible. No alteration should be made by erasure. The word registered should be crossed through with the pen, and then substituted written over there, the alteration being verified by signature as indicated in the margin, or noted in the situation.

MEMORANDUM OF ENCUMBRANCES, &c., REFERRED TO.

P See note "a" page 2.
A very short note of
the particulars will
suffice.

made
made

Reservations of mines of Gold and of Silver
Reservation of road one chain wide (not affecting land hereon)
Reservation of road one and one half chain wide (not affecting land hereon)
Grant of easement to Hunter District Water Supply and Sewerage
Board (not affecting land hereon)
Lease No 560450 to Heddon Jockey Club Limited
Lease No 665383 to Heddon Jockey Club Limited

[Rule up all blanks before signing.]

ca If this instrument be signed or acknowledged before the Registrar-General or Deputy Registrar-General, or a Notary Public, or a J.P., or Commissioner for Affidavits, to whom the Transferee is known, no further authentication is required. Otherwise the necessary witnesses must appear before one of the above functionaries to make a declaration in the annexed form.
This applies only to instruments signed within the State. If the parties be resident without the State, but in any British Possession, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Deeds of such Possession, or before any Judge, Notary Public, Governor, Government Resident, or Chief Secretary of such Possession. If resident in the United Kingdom, then before the Mayor or Chief Officer of any Corporation, or a Notary Public. And if resident in any foreign place, then before the British Consular Officer at such place.
If the Transferee or Transferee signs by a mark, the attestation must state "that the instrument was read over and explained to him, and that he appeared fully to understand the same."

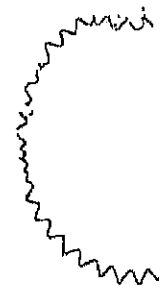
In witness whereof, I have hereunto subscribed my name at Newcastle
the eighth day of February in the year
of our Lord one thousand nine hundred and fifteen.

Signed in my presence by the said
WHO IS PERSONALLY KNOWN TO ME

Transferee

Signed
The Common Seal of The New River Co.
Municipal Corporation, London was duly applied
by Charles Anthony Long and
Herbert Reddownite Kettlebridge
two of the directors of the said Company in
the presence of
Alfred Beckwith
(Clerk)

Charles A. Long
Herbert Reddownite Kettlebridge



2A Repeat attestation for additional parties if required.

^a If signed by virtue of any power of attorney, the original must be produced, and an attested copy deposited, accompanied by the usual declaration that no notice of revocation has been received.

herein an ordinary
attestation is sufficient.
Unless the instrument
contains some special
covenant by the Trans-
feree, his signature
will be dispensed with
in cases where it is
established that it
cannot be procured
without difficulty.
It is, however, always
desirable to afford a
chance for detecting
forgery or perjury,
and for this reason
it is essential that the
signature should, if
possible, be obtained.

Signed in my presence by the said

WHO IS PERSONALLY KNOWN TO ME

The Common Seal

of the Redden Jockey Club

limited was made to appear
in the presence of
Joseph William Barbaread
and Thomas Wolfried Wilk
two of the directors named
at a meeting of the directors

M. M. Reinshlin
Secretary

Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act.

[Handwritten signature]
Directors Transferee.



(The above may be signed by the Solicitor, when the signature of Transferee cannot be procured. See note "a" in margin.)
N.B.—Section 117 requires that this above Certificate be signed by Transferee or his Solicitor, and renders liable any person falsely or negligently certifying to a penalty of \$50; also, to damages recoverable by parties injured.

FORM OF DECLARATION BY ATTESTING WITNESS.

Appeared before me, at

day of

, one thousand nine hundred and

the attesting witness to this instrument, and declared that he personally knew

the person signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said

is his own handwriting, and that he was of sound mind, and freely and voluntarily signed the same.

May be made before either Registrar-General, Deputy Registrar-General, a Notary Public, J.P. or Commissioner for Affidavits.
Not required if the instrument itself be made or acknowledged before one of these parties.
Name of witness and residence.
Name of Transferee.
Name of Transferee.

Registrar-General, Deputy, Notary Public, J.P., or Commissioner for Affidavits.

77 ac. 31.18 p. pt. For. 10 (of Ph)
 Shire Cessnock
 Ph. J. J. Wilson
 B. Northman berl and

Endged by

(Name) _____

(Address) _____

Agent for W. J. Brughel
 West Hillman

(Reserving Coal @)

A 165081

East of eta and mining etc. r. g.

Transferred.

The Haddon gookay
 C. J. J. J. J.

Transferred.

Particulars entered in the Register Book, Vol. 2639

Folio 186

the 19th day of February, 1918.
 at _____ minutes 10 o'clock
 in the fore noon.

W. J. Brughel

Registrar General.

	DATE	INITIALS
SENT TO SURVEY BRANCH	18.2.18	[initials]
RECEIVED FROM RECORDS		
DRAFT WRITTEN	24.10.17	[initials]
DRAFT EXAMINED		
DIAGRAM COMPLETE	7.11.17	[initials]
DIAGRAM EXAMINED	7.11.17	[initials]
DRAFT FORWARDED		
ACCD. TO RECORDS		
REQUISITN.		
REGISTR.		
RETURNED FROM RECORDS		
CERTIFICATE ENGROSSED		
DUPT. OF ENGROSSERS	21.2.18	[initials]
DEP. REGISTRAR GENERAL		

VOL 2825

W. J. Brughel 30.5.18 20.19.18

SPECIAL ATTENTION IS DIRECTED TO THE FOLLOWING INFORMATION:-
 No Transfer can be registered until the fees are paid.
 If a party only of the land is transferred, and it is desired to have a Certificate for the remainder, this should be stated, and a new Certificate will then be prepared on payment of an additional fee, but to have the original Certificate retained in the Land Titles Office, either until the whole is sold, or formal application be made for a new Certificate.
 Certificates of the subsisting interests.
 Certificates in common with several owners.
 Certificates of title if the whole of the land is transferred, and he may have the original Title returned to him, with a receipt of his Treasurer enclosed thereon, at a cost of 10c. only.
 The transfer is complete from the moment it is registered.
 Certificates will only be delivered on personal application of Purchasers or their Solicitors, or upon an order attested before a Magistrate.

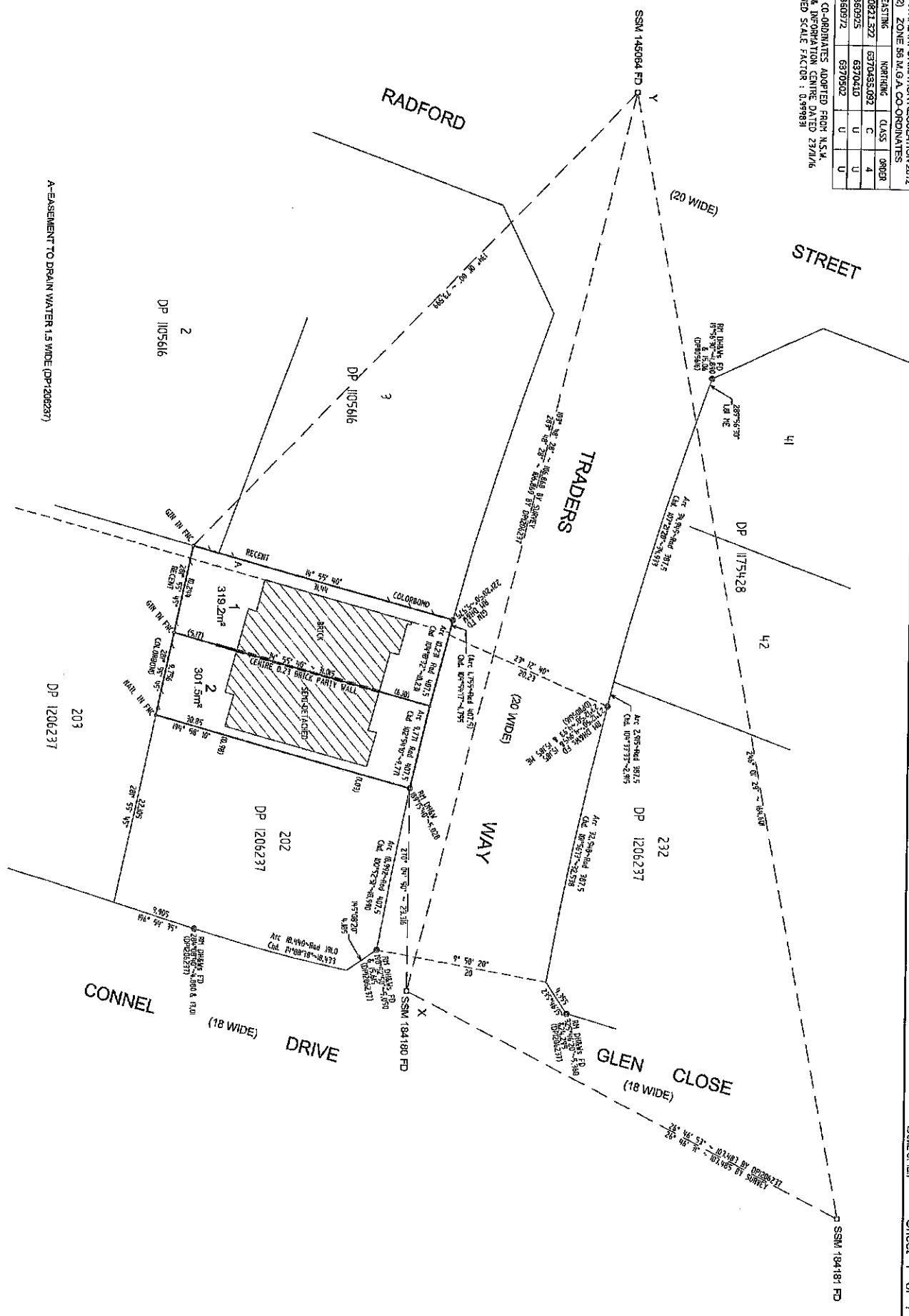
PLAN FORM 2 (A2)

SURVEYING & SPATIAL INFORMATION REGULATION 2012
 CLAUSE 81(2) ZONE 56 M.G.A. CO-ORDINATES

MARK	EXISTING	NORTHING	CLASS	ORDB
SS 145064	360821.322	6370433.092	C	4
SS 184180	360925	6370410	U	U
SS 184181	360972	6370502	U	U

SOURCE: M.G.A. CO-ORDINATES ADAPTED FROM N.S.W. LAND & INFORMATION CENTRE DATED 23/1/16
 COMBINED SCALE FACTOR: 0.999831

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION



A-EASEMENT TO DRAIN WATER 1.5 WIDE (DP1206237)

0 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 160 170 180 190 200 210 220 230 240 250 260 270 280 290 300 310 320 330 340 350 360 370 380 390 400 410 420 430 440 450 460 470 480 490 500 510 520 530 540 550 560 570 580 590 600 610 620 630 640 650 660 670 680 690 700 710 720 730 740 750 760 770 780 790 800 810 820 830 840 850 860 870 880 890 900 910 920 930 940 950 960 970 980 990 1000

Surveyor: Gregory John Smith
 Date of Survey: 23/1/2016
 Surveyors Ref: 32929 (Policy 3)

PLAN OF
 SUBDIVISION OF LOT 201 DP 1206237

LGA: CESSNOCK
 Locality: HEDDON GRETA
 Subdivision No: 14/2016/47/1/1
 LENGTHS ARE IN METERS, REDUCTION RATIO 1:300

Registered
 06.04.2017

DP1230541


PLAN FORM 6 (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

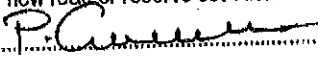
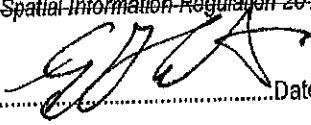
DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

Office Use Only Registered:  06.04.2017 Title System: TORRENS Purpose: SUBDIVISION	Office Use Only <h1 style="font-size: 2em; margin: 0;">DP1230541</h1>
--	--

PLAN OF SUBDIVISION OF LOT 201 DP 1206237	LGA: CESSNOCK Locality: HEDDON GRETA Parish: HEDDON County: NORTHUMBERLAND
--	---

 Crown Lands NSW/Western Lands Office Approval I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: Date: File Number: Office: 	Survey Certificate I, GREGORY JOHN SMITH of Daly.Smith PTY LTD PO BOX 204 MORISSET 2264 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i> , is accurate and the survey was completed on 23RD NOVEMBER, 2016 *(b) The part of the land shown in the plan (*being/excluding ^.....) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on..... the part not surveyed was compiled in accordance with that Regulation. *(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>.
---	---

Subdivision Certificate I, PETER GIANNPOULOS *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature:  Accreditation number: Consent Authority: CESSNOCK CITY COUNCIL Date of endorsement: 30 JANUARY 2017 Subdivision Certificate number: 14/2016/471/1 File number: 8/2016/471/1 *Strike through if inapplicable.	Signature:  Dated: 23/11/2016 Surveyor ID: 2001 Datum Line: X-Y Type: *Urban/ The terrain is *Level-Undulating *Strike through if inapplicable. *Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.
---	---

 Statements of intention to dedicate public roads, public reserves and drainage reserves. 	Plans used in the preparation of survey DP 1206237 DP 1105616 DP 1175428 If space is insufficient continue on PLAN FORM 6A
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Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	Surveyor's Reference: 32929
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PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

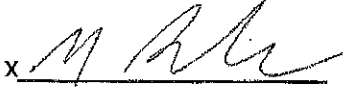
DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

Office Use Only	Office Use Only
Registered:  06.04.2017	DP1230541
PLAN OF SUBDIVISION OF LOT 201 DP 1206237	
Subdivision Certificate number: <u>14/2016/4711</u> Date of Endorsement: <u>30 JANUARY 2017</u>	


- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) *SSI Regulation 2012*
 - Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
 - Signatures and seals- see 195D *Conveyancing Act 1919*
 - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Lot	Street Number	Street name	Street type	Locality
1	1/3	TRADERS	WAY	HEDDON GRETA
2	2/3	TRADERS	WAY	HEDDON GRETA

x 
 MICHAEL JAMES RALSTON


x 
 WENDY ANNE RALSTON

Mortgagees consent below

Signed for and on behalf of
WESTPAC BANKING CORPORATION
 ABN 33 007 457 141
 by its Attorney:  **Antonio Varricchio**
Tier Three Attorney
The Mortgage Centre

Power of Attorney registered at Land
 and Property Information NSW
 Book 4288 No. 332

I certify that the applicant, with whom I
 am personally acquainted or as to whose
 identity I am otherwise satisfied, signed
 this application in my presence.

Signature of Witness: 
 Name of Witness:
 Address of Witness:
 Daytime telephone number of witness:
08-8424 8354

Ann Elisabeth Dahlen-Flight
 25 Pierson Street
 LOCKLEYS SA 5032

If space is insufficient use additional annexure sheet

Surveyor's Reference: **32929**

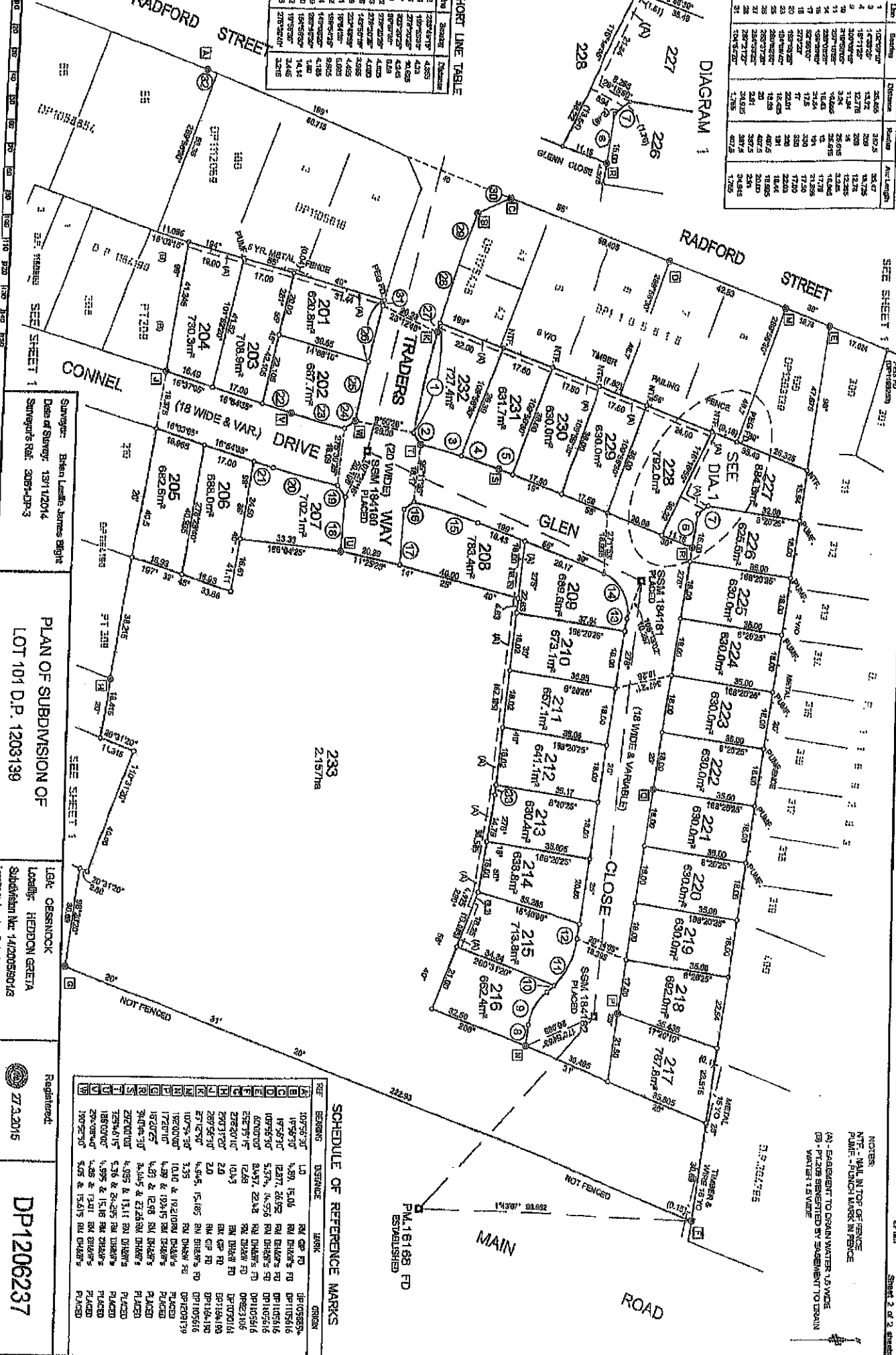
ARC TABLE

Dist	Dist	Dist	Dist
1	1.5708	2.0000	2.4472
2	3.1416	4.0000	4.8944
3	4.7124	6.0000	7.3416
4	6.2832	8.0000	9.7888
5	7.8540	10.0000	12.2360
6	9.4248	12.0000	14.6832
7	10.9956	14.0000	17.1304
8	12.5664	16.0000	19.5776
9	14.1372	18.0000	22.0248
10	15.7080	20.0000	24.4720
11	17.2788	22.0000	26.9192
12	18.8496	24.0000	29.3664
13	20.4204	26.0000	31.8136
14	21.9912	28.0000	34.2608
15	23.5620	30.0000	36.7080
16	25.1328	32.0000	39.1552
17	26.7036	34.0000	41.6024
18	28.2744	36.0000	44.0496
19	29.8452	38.0000	46.4968
20	31.4160	40.0000	48.9440
21	32.9868	42.0000	51.3912
22	34.5576	44.0000	53.8384
23	36.1284	46.0000	56.2856
24	37.6992	48.0000	58.7328
25	39.2700	50.0000	61.1800
26	40.8408	52.0000	63.6272
27	42.4116	54.0000	66.0744
28	43.9824	56.0000	68.5216
29	45.5532	58.0000	70.9688
30	47.1240	60.0000	73.4160
31	48.6948	62.0000	75.8632
32	50.2656	64.0000	78.3104
33	51.8364	66.0000	80.7576
34	53.4072	68.0000	83.2048
35	54.9780	70.0000	85.6520
36	56.5488	72.0000	88.0992
37	58.1196	74.0000	90.5464
38	59.6904	76.0000	92.9936
39	61.2612	78.0000	95.4408
40	62.8320	80.0000	97.8880
41	64.4028	82.0000	100.3352
42	65.9736	84.0000	102.7824
43	67.5444	86.0000	105.2296
44	69.1152	88.0000	107.6768
45	70.6860	90.0000	110.1240
46	72.2568	92.0000	112.5712
47	73.8276	94.0000	115.0184
48	75.3984	96.0000	117.4656
49	76.9692	98.0000	119.9128
50	78.5400	100.0000	122.3600

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

HORT LINE TABLE

Dist	Dist	Dist	Dist
1	1.5708	2.0000	2.4472
2	3.1416	4.0000	4.8944
3	4.7124	6.0000	7.3416
4	6.2832	8.0000	9.7888
5	7.8540	10.0000	12.2360
6	9.4248	12.0000	14.6832
7	10.9956	14.0000	17.1304
8	12.5664	16.0000	19.5776
9	14.1372	18.0000	22.0248
10	15.7080	20.0000	24.4720
11	17.2788	22.0000	26.9192
12	18.8496	24.0000	29.3664
13	20.4204	26.0000	31.8136
14	21.9912	28.0000	34.2608
15	23.5620	30.0000	36.7080
16	25.1328	32.0000	39.1552
17	26.7036	34.0000	41.6024
18	28.2744	36.0000	44.0496
19	29.8452	38.0000	46.4968
20	31.4160	40.0000	48.9440
21	32.9868	42.0000	51.3912
22	34.5576	44.0000	53.8384
23	36.1284	46.0000	56.2856
24	37.6992	48.0000	58.7328
25	39.2700	50.0000	61.1800
26	40.8408	52.0000	63.6272
27	42.4116	54.0000	66.0744
28	43.9824	56.0000	68.5216
29	45.5532	58.0000	70.9688
30	47.1240	60.0000	73.4160
31	48.6948	62.0000	75.8632
32	50.2656	64.0000	78.3104
33	51.8364	66.0000	80.7576
34	53.4072	68.0000	83.2048
35	54.9780	70.0000	85.6520
36	56.5488	72.0000	88.0992
37	58.1196	74.0000	90.5464
38	59.6904	76.0000	92.9936
39	61.2612	78.0000	95.4408
40	62.8320	80.0000	97.8880
41	64.4028	82.0000	100.3352
42	65.9736	84.0000	102.7824
43	67.5444	86.0000	105.2296
44	69.1152	88.0000	107.6768
45	70.6860	90.0000	110.1240
46	72.2568	92.0000	112.5712
47	73.8276	94.0000	115.0184
48	75.3984	96.0000	117.4656
49	76.9692	98.0000	119.9128
50	78.5400	100.0000	122.3600



Surveyor: Brian Leslie James Esq
 Date of Survey: 13/11/2014
 Surveyor's Ref: 3065-DP-3

PLAN OF SUBDIVISION OF
 LOT 101 D.P. 1203139

LGA: CRESSNOCK
 Local: HEDDIN GRIETA
 Subdivision Ref: 14/2005/50/12
 Lungs are in red. Subdivision Ref: 1/20


Registered:
 27.3.2015

DP1206237

SCHEDULE OF REFERENCE MARKS

REF	BEARING	DISTANCE	MARK	GRIND
A	107°56'37"	14.80	RM DIAL#1	DP105816
B	175°57'07"	12.87	RM DIAL#2	DP105816
C	105°56'37"	5.37	RM DIAL#3	DP105816
D	40°04'07"	24.97	RM DIAL#4	DP105816
E	32°17'15"	12.48	RM DIAL#5	DP105816
F	27°20'10"	10.43	RM DIAL#6	DP105816
G	20°31'20"	2.0	RM DIAL#7	DP105816
H	107°56'37"	14.80	RM DIAL#8	DP105816
I	175°57'07"	12.87	RM DIAL#9	DP105816
J	105°56'37"	5.37	RM DIAL#10	DP105816
K	40°04'07"	24.97	RM DIAL#11	DP105816
L	32°17'15"	12.48	RM DIAL#12	DP105816
M	27°20'10"	10.43	RM DIAL#13	DP105816
N	20°31'20"	2.0	RM DIAL#14	DP105816
O	107°56'37"	14.80	RM DIAL#15	DP105816
P	175°57'07"	12.87	RM DIAL#16	DP105816
Q	105°56'37"	5.37	RM DIAL#17	DP105816
R	40°04'07"	24.97	RM DIAL#18	DP105816
S	32°17'15"	12.48	RM DIAL#19	DP105816
T	27°20'10"	10.43	RM DIAL#20	DP105816
U	20°31'20"	2.0	RM DIAL#21	DP105816
V	107°56'37"	14.80	RM DIAL#22	DP105816
W	175°57'07"	12.87	RM DIAL#23	DP105816
X	105°56'37"	5.37	RM DIAL#24	DP105816
Y	40°04'07"	24.97	RM DIAL#25	DP105816
Z	32°17'15"	12.48	RM DIAL#26	DP105816
AA	27°20'10"	10.43	RM DIAL#27	DP105816
AB	20°31'20"	2.0	RM DIAL#28	DP105816
AC	107°56'37"	14.80	RM DIAL#29	DP105816
AD	175°57'07"	12.87	RM DIAL#30	DP105816
AE	105°56'37"	5.37	RM DIAL#31	DP105816
AF	40°04'07"	24.97	RM DIAL#32	DP105816
AG	32°17'15"	12.48	RM DIAL#33	DP105816
AH	27°20'10"	10.43	RM DIAL#34	DP105816
AI	20°31'20"	2.0	RM DIAL#35	DP105816
AJ	107°56'37"	14.80	RM DIAL#36	DP105816
AK	175°57'07"	12.87	RM DIAL#37	DP105816
AL	105°56'37"	5.37	RM DIAL#38	DP105816
AM	40°04'07"	24.97	RM DIAL#39	DP105816
AN	32°17'15"	12.48	RM DIAL#40	DP105816
AO	27°20'10"	10.43	RM DIAL#41	DP105816
AP	20°31'20"	2.0	RM DIAL#42	DP105816
AQ	107°56'37"	14.80	RM DIAL#43	DP105816
AR	175°57'07"	12.87	RM DIAL#44	DP105816
AS	105°56'37"	5.37	RM DIAL#45	DP105816
AT	40°04'07"	24.97	RM DIAL#46	DP105816
AU	32°17'15"	12.48	RM DIAL#47	DP105816
AV	27°20'10"	10.43	RM DIAL#48	DP105816
AW	20°31'20"	2.0	RM DIAL#49	DP105816
AX	107°56'37"	14.80	RM DIAL#50	DP105816

DEPOSITED PLAN ADMINISTRATION SHEET

Registered:  27.3.2015 Office Use Only

Title System: TORRENS

Purpose: SUBDIVISION

DP1206237

PLAN OF SUBDIVISION OF
LOT 101 D.P. 1203139

LGA: CESSNOCK
 Locality: HEDDON GRETA
 Parish: HEDDON
 County: NORTHUMBERLAND

Crown Lands NSW/Western Lands Office Approval

I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.

Signature:

Date:

File Number:

Office:

Survey Certificate


I, BRIAN LESLIE JAMES BLIGHT
 of LAND DEVELOPMENT SOLUTIONS PTY LTD
P.O. BOX 653 THE JUNCTION, NSW 2291
 a surveyor registered under the *Surveying and Spatial Information Act 2002*, certify that

**(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on 13th November 2014.*

~~(b) The part of the land shown in the plan (~~being/excluding~~) was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on the part not surveyed was compiled in accordance with that Regulation.~~*

Subdivision Certificate

I, Richard FORBES
 "Authorised Person"/General Manager/Accredited Certifier, certify that the provisions of s.109J of the *Environmental Planning and Assessment Act 1979* have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.

Signature: 

Accreditation number:

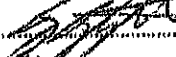
Consent Authority: CESSNOCK CITY COUNCIL

Date of endorsement: FEBRUARY 23, 2015

Subdivision Certificate number: 14/2005/901/3

File number: 8/2005/901/1

**(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2012.*

Signature:  Dated: 13/11/2014

Surveyor ID: 41

Datum Line: X-Y

Type: ~~Urban/Rural~~

The terrain is ~~*Level-Undulating / *Steep-Mountainous~~.

*Strike through if inapplicable.

Statements of intention to dedicate public roads, public reserves and drainage reserves.

IT IS INTENDED TO DEDICATE GLEN CLOSE AND THE EXTENSION OF TRADERS WAY & CONNELL DRIVE TO THE PUBLIC AS ROAD.

Plans used in the preparation of survey/compilation:-

- D.P. 823106
- D.P. 1030181
- D.P. 1058854
- D.P. 1105616
- D.P. 1164190
- D.P. 1169253
- D.P. 1180800
- D.P. 1182466
- D.P. 1203139


If space is insufficient continue on PLAN FORM 6A

Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A

Surveyor's Reference: 3061-DP-3

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 4 sheet(s)

Registered:  27.3.2015 Office Use Only

Office Use Only

DP1206237

PLAN OF SUBDIVISION OF
LOT 101 D.P. 1203139

This sheet is for the provision of the following information as required:
• A schedule of lots and addresses - See 60(c) SSI Regulation 2012
• Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
• Signatures and seals- see 196D Conveyancing Act 1919
• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: 14/2005/901/3
Date of Endorsement: FEBRUARY 23, 2015

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 IT IS INTENDED TO CREATE:

- 1. EASEMENT TO DRAIN WATER 1.5 WIDE
- 2. RESTRICTION ON THE USE OF LAND

Executed by Kurri Autos Pty Limited ACN 001 277 890 in accordance with section 127 of the Corporations Act 2001 (Cth) by:


Signature of Director

ANNE ADAMS
Name of Director (please print)


Signature of Director/Secretary


JAMES ADAMS
Name of Director/Secretary (please print)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 3061-DP-3

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 4 sheet(s)

Office Use Only
Registered:  27.3.2015

Office Use Only

DP1206237

PLAN OF SUBDIVISION OF
LOT 101 D.P. 1203139

- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) SSI Regulation 2012
 - Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
 - Signatures and seals- see 195D Conveyancing Act 1919
 - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: 14/2005/901/3
Date of Endorsement: FEBRUARY 23, 2015

STREET ADDRESS SCHEDULE


LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
201	N/A	TRADERS	WAY	HEDDON GRETA
202	N/A	TRADERS	WAY	HEDDON GRETA
203	N/A	CONNEL	DRIVE	HEDDON GRETA
204	N/A	CONNEL	DRIVE	HEDDON GRETA
205	N/A	CONNEL	DRIVE	HEDDON GRETA
206	N/A	CONNEL	DRIVE	HEDDON GRETA
207	N/A	TRADERS	WAY	HEDDON GRETA
208	N/A	TRADERS	WAY	HEDDON GRETA
209	N/A	GLEN	CLOSE	HEDDON GRETA
210	N/A	GLEN	CLOSE	HEDDON GRETA
211	N/A	GLEN	CLOSE	HEDDON GRETA
212	N/A	GLEN	CLOSE	HEDDON GRETA
213	N/A	GLEN	CLOSE	HEDDON GRETA
214	N/A	GLEN	CLOSE	HEDDON GRETA
215	N/A	GLEN	CLOSE	HEDDON GRETA
216	N/A	GLEN	CLOSE	HEDDON GRETA
217	N/A	GLEN	CLOSE	HEDDON GRETA
218	N/A	GLEN	CLOSE	HEDDON GRETA
219	N/A	GLEN	CLOSE	HEDDON GRETA
220	N/A	GLEN	CLOSE	HEDDON GRETA
221	N/A	GLEN	CLOSE	HEDDON GRETA
222	N/A	GLEN	CLOSE	HEDDON GRETA
223	N/A	GLEN	CLOSE	HEDDON GRETA
224	N/A	GLEN	CLOSE	HEDDON GRETA
225	N/A	GLEN	CLOSE	HEDDON GRETA
226	N/A	GLEN	CLOSE	HEDDON GRETA

If space is insufficient use additional annexure sheet

Surveyor's Reference: 3061-DP-3

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 4 sheet(s)

Registered:  27.3.2015 Office Use Only

Office Use Only

DP1206237

PLAN OF SUBDIVISION OF
 LOT 101 D.P. 1203139

- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) SSI Regulation 2012
 - Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
 - Signatures and seals- see 196D Conveyancing Act 1919
 - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: 141.2005/901/3

Date of Endorsement: FEBRUARY 23, 2015

STREET ADDRESS SCHEDULE

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
227	N/A	GLEN	CLOSE	HEDDON GRETA
228	N/A	GLEN	CLOSE	HEDDON GRETA
229	N/A	GLEN	CLOSE	HEDDON GRETA
230	N/A	GLEN	CLOSE	HEDDON GRETA
231	N/A	GLEN	CLOSE	HEDDON GRETA
232	N/A	TRADERS	WAY	HEDDON GRETA
233	N/A	TRADERS	WAY	HEDDON GRETA

If space is insufficient use additional annexure sheet

Surveyor's Reference: 3061-DP-3

Instrument setting out terms of Easements or Profits à Prendre Intended to be created or released and of Restrictions on the Use of Land or Positive Covenants Intended to be created pursuant to Sections 88B Conveyancing Act, 1919.

(Sheet 1 of 5 Sheets)

Plan: DP1206237

PLAN OF SUBDIVISION OF LOT 101
DP1203139 COVERED BY COUNCIL
SUBDIVISION CERTIFICATE
No. 14/2005/901/3

Full name and address of proprietor of the land:

KURRI AUTOS PTY LIMITED
PO Box 61
KURRI KURRI NSW 2327

PART 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit a' prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities.
1	Easement to drain water 1.5 wide	201	203, 204 208/1164190, 209/1164190 (as designated 'B' on the plan) 1, 2/1180800 1, 2/SP86917 205/1164190 2041, 2042/1180053 1, 2/1184626
		203	204 208/1164190, 209/1164190 (as designated 'B' on the plan) 1, 2/1180800 1, 2/SP86917 205/1164190 2041, 2042/1180053 1, 2/1184626
		204	208/1164190, 209/1164190 (as designated 'B' on the plan) 1, 2/1180800 1, 2/SP86917 205/1164190 2041, 2042/1180053 1, 2/1184626
		208	215, 216, 233

DP1206237

PLAN OF SUBDIVISION OF LOT 101.
 DP1203139 COVERED BY COUNCIL
 SUBDIVISION CERTIFICATE
 No. 14/2005/901/3

(Sheet 2 of 5 Sheets)

PART 1 (Creation) Cont.

1	Easement to drain water 1.5 wide	215	216
		227	226
		228	226 - 227
		229	226 - 228 inclusive
		230	226 - 229 inclusive
		231	226 - 230 inclusive
		232	226 - 231 inclusive
		233	215, 216
2	Restrictions on the use of land	Each lot from 201 to 232 inclusive	Every other lot except 233

PART 2 (Terms)

Terms of Restrictions on the Use of Land numbered Two in the plan.

- a) No dwelling-house, car accommodation, building or other outside structure shall be erected or permitted to be erected or permitted to remain if it were erected: -
 - i) From second hand or substandard materials.
 - ii) With walls other than walls of brick and/or brick veneer and/or stone and/or concrete and/or timber provided that the proportion of brick and/or brick veneer and/or stone and/or concrete shall not be less than 30% of the total surface area of the external walls; this shall not prohibit a free standing Colourbond or similar metal garage or storage shed being erected on the lot provided it complies with clause (d) in relation to siting on the land or,
 - iii) With roofing cladding of any material other than concrete tiles, clay tiles, bituminous tiles or a pre-finished metal roofing material (e.g. Colourbond or similar).
- b) No existing house or relocatable home shall be partly or wholly moved to, placed upon, re-erected upon, re-constructed on or permitted to remain on any lot burdened.
- c) No dwelling shall be erected or be permitted to remain erected on any lot burdened, having an overall floor area of less than one hundred and fifty (150) square metres exclusive of car accommodation, external landings, verandahs and patios.
- d) No lot burdened shall have erected upon it nor shall there be permitted to remain erected on any such lot a garage or carport unless such garage or carport shall be erected either concurrently with the main building on the land or after the main building has been completed.

DP1206237**PART 2 (Cont.)****PLAN OF SUBDIVISION OF LOT 101
DP1203139 COVERED BY COUNCIL
SUBDIVISION CERTIFICATE
No. 14/2005/901/3****(Sheet 3 of 5 Sheets)**

- e) No solar hot water service or storage tank shall be permitted to be located or remain located on any lot burdened unless the solar hot water service and storage tank is located within the building or below the ridge line of the building or externally at ground level on the rear elevation of the building so that it is not visible from the street boundary or road which the building faces.
- f) No motor vehicle, machinery, road plant or equipment of a similar nature having a weight in excess of 3 tonnes shall be permitted to remain on any lot burdened and/or adjacent to any lot in the road reserve other than for the purpose of carrying out of works or the delivery or collection of goods and materials.
- g) No building shall be left without substantial work being carried out for longer than one month. Total construction time for erection of a building shall not exceed 12 months.
- h) No rubbish shall be allowed to accumulate or be placed upon the land hereby sold. In the event of rubbish accumulating upon the said land or of there being excessive growth of grass or if such grass becomes unsightly or in need of cutting, then Kurri Autos Pty Ltd, its agents, employees or workmen shall be at liberty (but shall not be obligated) to cut the said grass or remove such rubbish at any time or from time to time.
- i) No sanitary convenience erected or permitted to remain on the land burdened shall be detached or separated from any building erected thereon.
- j) No structure of a temporary character, basement, tent, shack, garage, trailer, camper, caravan or any or any outbuilding (except building huts required during the course of construction of a dwelling house and only during that construction) shall be used at any time as a dwelling house on any lot burdened.
- k) No fence shall be erected along any boundary of any lot burdened unless the same shall be stock-proof fencing comprising new materials.
- l) No fence shall be erected on the land burdened to divide it from any adjoining land owned by Kurri Autos Pty Ltd without the written consent of Kurri Autos Pty Ltd but such consent will not be withheld if such fence is erected without expense to Kurri Autos Pty Ltd provided that this restriction shall remain in force only during such time as Kurri Autos Pty Ltd is the registered proprietor of any land in the Plan of Subdivision or any land immediately adjoining the land in the Plan which ever is the later.
- m) No paling fence shall be erected or permitted to remain on any lot burdened provided that:
 - (i) A lapped and capped timber fence having a maximum height of 1.8m shall not for the purpose of this Clause be deemed to be a paling fence; and
 - (ii) A lapped and capped timber fence shall not be erected or permitted to remain along the street frontage boundary on any lot burdened; and

DP1206237**PART 2 (Cont.)**PLAN OF SUBDIVISION OF LOT 101
DP1203139 COVERED BY COUNCIL
SUBDIVISION CERTIFICATE
No. 14/2005/901/3

(Sheet 4 of 5 Sheets)

- (iii) The maximum height of a lapped and capped timber fence erected or permitted on the side boundary of any lot burdened shall not exceed 1.2m in height between the street frontage and the front building alignment.
 - (iv) Subject to (i), the determination by Kurri Autos Pty Ltd as to what constitutes a paling fence for the purpose of this clause and as to whether a particular fence or type of fence constructed or proposed to be constructed constitutes a paling fence shall be final and binding.
- n) No corrugated iron or flat metal sheeting fence shall be erected or permitted to remain on any lot burdened provided that:
- (i) A pre-finished Colourbond or similar fence having a maximum height of 1.8m shall not for the purpose of this Clause be deemed to be a metal fence;
 - (ii) A pre-finished Colourbond or similar fence shall not be erected or permitted to remain along the street frontage boundary on any lot burdened; and
 - (iii) The maximum height of a pre-finished Colourbond or similar fence erected or permitted on the side boundary of any lot burdened shall not exceed 1.2m in height between the street frontage and the front building alignment.
 - (iv) Subject to (a), the determination by Kurri Autos Pty Ltd as to what constitutes a corrugated iron or flat metal sheeting fence for the purpose of this clause and as to whether a particular fence or type of fence constructed or proposed to be constructed constitutes a corrugated iron or flat metal sheeting fence shall be final and binding.
- o) No earth, stone gravel or trees shall be removed or excavated from any Lot burdened except where such removal or excavation is necessary for the erection of a dwelling-house or structure. No lot shall be permitted to be, appear or remain in an excavated or quarried state.
- p) No dairy, brick yard, cannery, poultry farm, piggery, market garden, quarry or any other noxious, noise some or offensive occupation trade or business shall be conducted.
- q) No run off water from any building, impervious surface or other material or structure laid or constructed on any lot burdened shall be permitted to run outside the boundaries of that lot.
- r) No fuel storage tanks (except for household oil and/or household gas for heating purposes) shall be placed upon or permitted to remain on any lot burdened unless the storage tanks are not visible from the road frontage and discreetly positioned to address the visual impacts from the adjoining or adjacent properties.

DP1206237

PLAN OF SUBDIVISION OF LOT 101
DP1203139 COVERED BY COUNCIL
SUBDIVISION CERTIFICATE
No. 14/2005/901/3

(Sheet 5 of 5 Sheets)

PART 2 (Cont.)

Name of Authority empowered to release, vary or modify the restrictions numbered One, in the plan.

CESSNOCK CITY COUNCIL

Name of Authority empowered to release, vary or modify the restrictions numbered Two, in the plan.

THE PARTY whose consent is required to release, vary or modify or enforce these restrictions on use is **Kurri Autos Pty Limited** or other such person or persons, company or companies nominated by Kurri Autos Pty Limited under its Common Seal for that purpose for such a period as Kurri Autos Pty Limited is the Registered Proprietor of any land in the Plan and if Kurri Autos Pty Limited shall no longer be in existence or shall not be the Registered Proprietor of any land comprised in the Plan and there be no such person or persons, company or companies so nominated then the persons having the right to release, vary or modify these restrictions are all of those Registered Proprietors or their assigns of lots that are wholly or partly within one hundred and fifty (150) metres of the Lot which is the subject of the release, variation or modification of these Restrictions.

Signed on behalf of Cessnock City Council)

P. Giannopoulos

Signature of Witness

Peter Giannopoulos

Name of Witness

VINCENT ST. CESSNOCK.

Address of Witness

R. I. Forbes

Signature of Authorised Officer

RICHARD IAN FORBES.

Full name of Authorised Officer

Executed by Kurri Autos Pty Limited ACN 001 277 890 in accordance with section 127 of the Corporations Act 2001 (Cth) by:

A. Adams

Signature of Director

J. Adams

Signature of Director/Secretary

ANNE ADAMS

Name of Director (please print)

JAMES ADAMS

Name of Director/Secretary (please print)

REGISTERED 27.3.2015



PLANNING CERTIFICATE
ISSUED UNDER SECTION 10.7 (2)
ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979
and associated
ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2021

Info Track
DX 578
SYDNEY

Applicants Reference
41933-#134893809#

CERTIFICATE DETAILS

Certificate Number: 1010
Date of Certificate: 17/04/2024

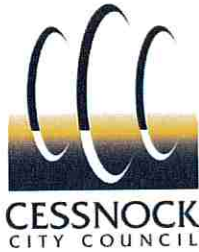
PROPERTY DETAILS

Address: Unit 2 3 Traders Way HEDDON GRETA
NSW 2321
Title: LOT: 2 DP: 1230541
Parcel No.: 512226

BACKGROUND INFORMATION

This certificate provides information on how the relevant parcel of land may be developed, including the planning restrictions that apply to development of the land, as at the date the certificate is issued. The certificate contains information Council is aware of through its records and environmental plans, along with data supplied by the State Government. The details contained in this certificate are limited to that required by Section 10.7 of the *Environmental Planning and Assessment Act, 1979*.

t 02 4993 4100 f 02 4993 2500
p: PO Box 152 Cessnock NSW 2325
e: council@cessnock.nsw.gov.au w: www.cessnock.nsw.gov.au
ABN 60 919 148 928



PLANNING CERTIFICATE

ISSUED UNDER SECTION 10.7 (2)
ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979
and associated
ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2021

1. Names of relevant planning instruments and development control plans

- (1) The name of each environmental planning instrument and development control plan that applies to the carrying out of development on the land:

State Environmental Planning Policies

State Environmental Planning Policy No 65 _ Design Quality of Residential Apartment Development

State Environmental Planning Policy (Sustainable Buildings) 2022_ relevant to zones _ RU4, RU5, RE1, RE2, E1, E2, E3, E4, MU1, C4, SP1, SP2 & SP3

Chapter 2 _ Standards for residential development _ BASIX

Chapter 3_ Standards for Non-residential development

Chapter 4_ Miscellaneous

State Environmental Planning Policy (Resilience and Hazards) 2021

Chapter 3 _ Hazardous and offensive development

Chapter 4 _ Remediation of land

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

State Environmental Planning Policy (Transport and Infrastructure) 2021

Chapter 2 _ Infrastructure

Chapter 3 _ Educational establishments and child care facilities

State Environmental Planning Policy (Resources and Energy) 2021

Chapter 2 _ Mining, petroleum production and extractive industries

State Environmental Planning Policy (Primary Production) 2021

Chapter 2 _ Primary production and rural development

State Environmental Planning Policy (Planning Systems) 2021

Chapter 2 _ State and regional development

Chapter 4 _ Concurrences and consents

State Environmental Planning Policy (Biodiversity and Conservation) 2021

Chapter 4 _ Koala habitat protection 2021

State Environmental Planning Policy (Housing) 2021

State Environmental Planning Policy (Precincts _ Regional) 2021

Chapter 2 _ State significant precincts

The chapters listed above are those that are applicable to the whole LGA. Please note that other chapters of the state environmental planning policies may apply to particular parcels of land in the LGA.

Local Environmental Plans

Cessnock Local Environmental Plan 2011



PLANNING CERTIFICATE

ISSUED UNDER SECTION 10.7 (2)
ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979
and associated
ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2021

Development Control Plans

Cessnock Development Control Plan 2010

Note: Detailed information on the local environmental plans and State Environmental Planning Policies that are listed in this certificate are available at NSW Legislation – in force website.

- (2) The name of each proposed environmental planning instruments and draft development control plan, which is or has been subject to community consultation or public exhibition under the Environmental Planning and Assessment Act 1979, that will apply to the carrying out of development on the land and:
- (3) Council has been notified that the following Draft State Environmental Planning Policy was placed on public exhibition and may affect land use planning and development in Cessnock:

Draft State Environmental Planning Policies

DRAFT SEPP _ New Sustainable Buildings Incorporating BASIX (in force from 1 October 2023)

DRAFT SEPP _ BASIX Higher Standards – Exhibition 17 November 2021 to 28 February 2022

DRAFT SEPP _ Infrastructure and Education (Amendments) – Exhibition 15 December 2021 to 11 February 2022

DRAFT SEPP _ Infrastructure (amendments)

Amendment _ Changes to Landscape Rehydration Infrastructure Planning Rules – Exhibition 20 December 2021 to 28 February 2022

Amendment _ Electricity generating works or solar energy systems – Exhibition 16 August 2021 to 13 September 2021

Amendment _ Telecommunications and other communication facilities – Exhibition 16 August 2021 to 13 September 2021

DRAFT SEPP _ Infrastructure Planning Rules – Exhibition 20 December 2021 to 28 February 2022

DRAFT SEPP _ Planning Amendments for Agriculture (Agri - tourism) – Exhibition 9 March 2021 to 19 April 2021

DRAFT SEPP _ Fun – Exhibition 29 October 2021 to 30 November 2021

DRAFT SEPP _ Housing EIE Amendments _ Exhibition 22 November 2022 to 19 December 2022

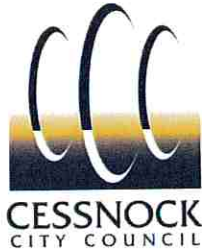
DRAFT SEPP _ The Design and Place _ Exhibition 10 December 2021 to 27 February 2022

Draft Planning Proposal for Local Environmental Plan

DRAFT Planning Proposal _ 18-2020-3-1_ Proposal to implement the changes to the Special Purposes(SP)xzones _ Public Exhibition _ 02-02-2023 _ 02-03-2023.

DRAFT Planning Proposal _ 18-2022-2-1_ Proposal to implement the changes to the Comprehensive Rural Zones review. Public Exhibition _ 14-09-2022 _ 2-10-2022

Draft Planning Proposal _ Cessnock City Council Various Administrative Amendments 2021 _ Public exhibition 30-11-2022 - 18-01-2022



PLANNING CERTIFICATE

ISSUED UNDER SECTION 10.7 (2)
ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979
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DRAFT Planning Proposal _ Comprehensive LEP Review _ Environment Zones _ Land Use Table _ 18-2023-5-1 _ Public exhibition _ 31-08-2022 _ 26-10-2022 _ PP2021-7357

DRAFT Planning Proposal _ Administrative Amendment 2020 _ Public exhibition _ 31/11/2021 _ 18/01/2022 _ PP_2021-3922

DRAFT Planning Proposal _ Comprehensive LEP Review _ Amending Rural Zone Land Uses, Local Objectives and Mapping Anomalies _ 18-2022-2-1 _ Public exhibition _ 14-9-2022 _ 26-10-2022

DRAFT Planning Proposal _ Environmental Lands _ 18 2021 6 1 _ Public exhibition _ 31-08-2022 _ 26-10-2022

Draft Development Control Plan

Draft DCP _ Building Line Policy _ 57/2021/1/1 _ Public Exhibition _ 12/01/2021 _ 10/02/2021

Draft DCP _ Urban Places, Urban Forest Policy and Street Tree Policy _ Public Exhibition _ 22/03/2021 _ 26/04/2021 _ 57/2020/1/1

Draft DCP _ The Vintage _ 57/2020/2/1 _ Public Exhibition _ 30/08/2021 _ 20/09/2021

DRAFT DCP _ Vegetation Chapter _ Public exhibition _ 03/06/2021 _ 30/06/2021 _ 57/2020/2/1

Draft DCP _ Administrative and Legislative Context (replacing Part A Introduction) and E1 Centres (replacing E16 Commercial Precinct and E19 Branxton Town Centre relating to developments in E1 Local Centre, E2 Commercial Centre and MU1 Mixed Use zones) _ 57/2020/2/1 _ Public Exhibition _ 13/09/2023 _ 12/10/2023

(4) **In this section –**

proposed environmental planning instrument means a draft environmental planning instrument and includes a planning proposal for a local environmental plan.

2. Zoning and land use under relevant planning instruments

The following matters for each environmental planning instrument or draft environmental planning instrument that includes the land in a zone, however described –

- (a) the identity of the zone, whether by reference to –
- (i) a name, such as "Residential Zone" or "Heritage Area", or
 - (ii) a number, such as "Zone No 2 (a)",

R2 Low Density Residential under the Cessnock Local Environmental Plan 2011

- (b) the purposes for which development in the zone –
- (i) may be carried out without development consent, and
 - (ii) may not be carried out except with development consent, and



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(iii) is prohibited,

R2 Low Density Residential

2 Permitted without consent

Home occupations

3 Permitted with consent

Bed and breakfast accommodation; Boarding houses; Centre-based child care facilities; Community facilities; Dwelling houses; Educational establishments; Environmental facilities; Environmental protection works; Exhibition homes; Exhibition villages; Group homes; Health consulting rooms; Home-based child care; Home businesses; Home industries; Hospitals; Neighbourhood shops; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Recreation areas; Residential accommodation; Respite day care centres; Roads; Sewerage systems; Tank-based aquaculture; Water supply systems

4 Prohibited

Multi dwelling housing; Residential flat buildings; Rural workers' dwellings; Shop top housing; Any other development not specified in item 2 or 3

(c) whether additional permitted uses apply to the land,
No

(d) whether development standards applying to the land fix minimum land dimensions for the erection of a dwelling house on the land and, if so, the fixed minimum land dimensions,
No

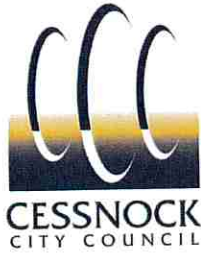
(e) whether the land is in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*:
The land is not land that includes or comprises biodiversity conservation under the Biodiversity Conservation Act 2016.

(f) whether the land is in a conservation area, however described,
The land is not a conservation area under the Cessnock Local Environmental Plan 2011.

(g) whether an item of environmental heritage, however described, is located on the land.
An item of environmental heritage identified in Cessnock Local Environmental Plan 2011 is not situated on the land.

3. Contributions plans

(1) The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans.
Cessnock Section 7.12 Levy Contributions Plan 2017.



PLANNING CERTIFICATE
 ISSUED UNDER SECTION 10.7 (2)
ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979
 and associated
ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2021

Cessnock City Wide Local Infrastructure Contributions Plan 2020.

Housing and Productivity Contributions

- (2) If the land is in a special contributions area under the Act, Division 7.1, the name of the area.
 No

4. Complying development

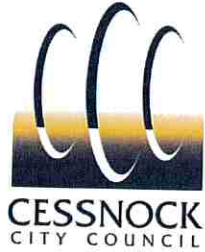
- (1) Complying development may be carried out on the land under each of the following codes for complying development, to the extent stated, because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

The following Complying Development Codes may allow complying development to be carried out on land in the following land uses zones

- Complying Development under (Part 4) **Housing Alterations Code** may be carried out on land within any zone.
- Complying Development under (Part 4A) **General Development Code** may be carried out on land within any zone.
- Complying Development under (Part 5) **Industrial and Business Alterations Code** may be carried out on land within any zone.
- Complying Development under the (Part 6) **Subdivisions Code** may be carried out on land within any zone.
- Complying Development under the (Part 7) **Demolition Code** may be carried out on land within any zone.
- Complying Development under the (Part 8) **Fire Safety Code** may be carried out on land within any zone.

- (2) Complying development may not be carried out on the land under each of the following codes for complying development, to the extent and for the reasons stated under clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Housing Code	Complying Development may be carried out under the Housing Code where it meets the requirements of Clause 3.5 Complying development on flood control lots contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
Rural housing code	Complying Development may not be carried out under the Rural Housing Code as the subject land falls within a Local Environmental Plan zone that does not meet the requirements of the code.



PLANNING CERTIFICATE

ISSUED UNDER SECTION 10.7 (2)
ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979
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ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2021

Low Rise Housing Diversity Code	Complying Development may be carried out under the Low Rise Housing Diversity Code where it meets the requirements of Clause 3B.5 Complying development on flood control lots contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
Greenfield Housing Code	Complying Development may not be carried out under the Greenfield Housing Code as the subject land falls within a Local Environmental Plan zone that does not meet the requirements of the code.
Housing Alterations Code	Complying Development may be carried out on the land under the Housing Alterations Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
General Development Code (transitional development under former General Housing Code and related provisions)	Complying Development may be carried out on the land under the General Development Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
Industrial and Business Alterations Code	Complying Development may be carried out on the land under the Industrial and Business Alterations Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
Industrial and Business Buildings Code	Complying Development may not be carried out under the Industrial and Business Buildings Code as the subject land falls within a Local Environmental Plan zone that does not meet the requirements of the code.
Container Recycling Facilities Code	Complying Development may not be carried out under the Container Recycling Facilities Code as the subject land falls within a Local Environmental Plan zone that does not meet the requirements of the code.
Subdivisions Code	Complying Development may be carried out on the land under the Subdivision Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
Demolition Code	Complying Development may be carried out on the land under the Demolition Code, subject to the



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	development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
Fire Safety Code	Complying Development may be carried out on the land under the Fire Safety Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
Agritourism and Farm Stay Accommodation Code	Complying Development may not be carried out on the land under the Agritourism and Farm Stay Accommodation Code as the subject land falls within a Local Environmental Plan zone that does not meet the requirements of the code.

5. Exempt Development

- (1) If the land is land on which exempt development may be carried out under each of the exempt development codes under State Environmental Policy (Exempt and Complying Development Codes) 2008, because of that Policy, clause 1.16(1) (b1) -(d) or 1.16A.

The exempt development may be carried out on the land under the following exempt development codes:

- Division 1: General Code
- Division 2: Advertising and Signage Code
- Division 3: Temporary Uses and Structures Code
- Division 4: Special Provisions _ COVID 19

- (2) If exempt development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.

Biodiversity Conservation Act 2016 and Fisheries Management Act 1994	Exempt Development may not be carried out on land that is a declared area of outstanding biodiversity value under the Biodiversity Conservation Act 2016 or declared critical habitat under Part 7A of the Fisheries Management Act 1994
Wilderness Act 1987	Exempt Development may not be carried out on land that is, or is part of, a wilderness area (within the meaning of Wilderness Act 1987)
Heritage Act 1977	Exempt Development may not be carried out on land that is, or on which there is, an item that is listed on the State Heritage Register under the Heritage Act 1977, or that is subject to an interim heritage order under that Act
Schedule 4 _ Land included from the General Exempt Development Code	Exempt Development may be carried out on land that is described or otherwise identified on a map specified in Schedule 4.



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Land within 18 kilometres of Siding Spring Observatory	Exempt Development may not be carried out on Land within 18 kilometres of Siding Spring Observatory
Schedule 11 _ Conditions applying to complying development certificates under the Agritourism and Farm Stay Accommodation Code	Exempt Development may not be carried out on the land under the Agritourism and Farm Stay Accommodation Code as the subject land falls within a Local Environmental Plan zone that does not meet the requirements of the code.

Note: Despite any references above advising that Exempt Development may be undertaken on the land, certain Exempt Development may be precluded from occurring on the land due to requirements contained in the remainder of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. It is necessary to review the State Environmental Planning Policy in detail to ensure that specific types of exempt development may be undertaken on the land.

- (3) If the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land, a statement that-
 - (a) a restriction applies to the land, but it may not apply to all of the land, and
 - (b) the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.

Note: Despite any references above advising that Exempt Development may be undertaken on the land, certain Exempt Development may be precluded from occurring on the land due to requirements contained in the remainder of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. It is necessary to review the State Environmental Planning Policy in detail to ensure that specific types of exempt development may be undertaken on the land.

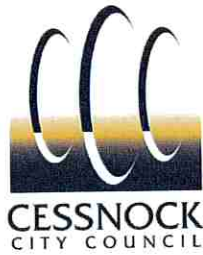
- (4) If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land.

There are no variations to the exempt development codes within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 that apply in the Cessnock local government area.

6. Affected building notices and building product rectification orders

- (1) Whether the Council is aware that –
 - (a) an affected building notice is in force in relation to the land, or
 - (b) a building product rectification order is in force in relation to the land that has not been fully complied with, or
 - (c) a notice of intention to make a building product rectification order given in relation to the land is outstanding.
- (2) In this section –

affected building notice has the same meaning as in the *Building Products (Safety) Act 2017*, Part 4.



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building Product Rectification Order has the same meaning as in the *Building Products (Safety) Act 2017*.

There is not an affected building notice, as defined by the Building Product (Safety) Act 2017, in force in respect to the land.

There is not an outstanding building product rectification order, as defined by the Building Products (Safety) Act 2017, in force in respect to the land.

A notice of intent to make a building product rectification order, as defined by the Building Products(Safety) Act 2017, has not been served in respect to the land.

7. Land reserved for acquisition

Whether an environmental planning instrument or proposed environmental planning instrument referred to in section 1 makes provision in relation to the acquisition of the land by an authority of the State, as referred to in the Act, section 3.15.

No

8. Road widening and road realignment

Whether the land is affected by road widening or road realignment under –

- (a) the *Roads Act 1993*, Part 3, Division 2, or
- (b) an environmental planning instrument, or
- (c) a resolution of the council.

The land is not affected by a road widening or road realignment proposal under:

- (a) Division 2 of Part 3 of the *Roads Act 1993*, or
- (b) any environmental planning instrument, or
- (c) any resolution of the council.

9. Flood related development controls

- (1) If the land or part of the land is within the flood planning area and subject to flood related development controls.

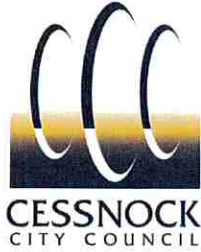
No

- (2) If the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls.

Yes

- (3) In this section –

flood planning area has the same meaning as in the Floodplain Development Manual.



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Flood Risk Management Manual means the Flood Risk Management Manual, ISBN 978-1-923076-17-4, published by the NSW Government in June 2023.

probable maximum flood has the same meaning as in the Floodplain Development Manual.

Details relating to flood risk and flood planning levels are provided on a flood certificate and flood data application form. See Cessnock City Council's website [Flood Certificate and Flood Data Application Form](#)

Note:

Flood Studies

- Cessnock Citywide Flood Study
- Branxton Flood Level Review WMA Water Final Report
- Floodplain Risk Management Study and Plan Report Cessnock City (Black Creek)
- Hunter River Branxton to Green Rocks Flood Study Final Report
- Wallis and Swamp Creek Flood Study Final Report Volume 1
- Wallis and Swamp Creek Flood Study Final Report Volume 2
- Wollombi Floodplain Risk Management Study & Plan
- Greta Flood Study
- Swamp/Fishery Creek Floodplain Risk Management Study - Final Report

10. Council and other public authority policies on hazard risk restrictions

- (1) Whether any of the land is affected by an adopted policy that restricts the development of the land because of the likelihood of:

Landslip

No

Bushfire

No

Tidal Inundation

No

Subsidence

No

Acid Sulphate Soils

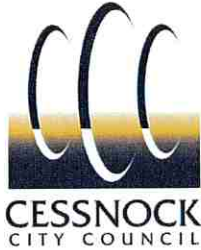
No

Contamination

Cessnock City Council _ Contaminated Land Policy _ Land Use Planning

Note:

Council has adopted a policy for managing contaminated land. This may restrict development of identified contaminated or potentially contaminated land and is implemented when zoning, development or land use changes are proposed. Consideration of Council's adopted policy and section C5 of the Cessnock Development Control Plan along with the provisions of State



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Environmental Planning Policy (Resilience and Hazards) 2021 is required when changes or development is proposed.

Aircraft Noise
No

Salinity
No

Coastal Hazards
No

Sea Level Rise
No

Any Other Risk (other than flooding)

Cessnock City Council _ Climate Change Policy _ Land Use Planning

(2) In this section –

adopted policy means a policy adopted –

(a) by the council, or

(b) by another public authority, if the public authority has notified the council that the policy will be included in a planning certificate issued by the council.

11. Bush fire prone land

(1) If any of the land is bush fire prone land, designated by the Commissioner of the NSW Rural Fire Service under the Act, section 10.3, a statement that all or some of the land is bush fire prone land.

(2) If none of the land is bush fire prone land, a statement to that effect.

None of the land is bushfire prone land as defined in the Environmental Planning & Assessment Act 1979.

12. Loose-fill asbestos insulation

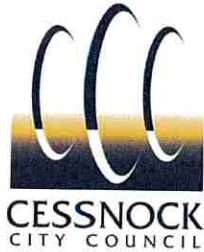
If the land includes residential premises, within the meaning of the *Home Building Act 1989* (Part 8, Division 1A), that are listed on the Register kept under that Division, a statement to that effect.

No

13. Mine subsidence

Whether the land is declared to be a mine subsidence district, within the meaning of the *Coal Mine Subsidence Compensation Act 2017*.

No



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14. Paper subdivision information

- (1) The name of a development plan adopted by a relevant authority that –
- (a) applies to the land, or
 - (b) is proposed to be subject to a ballot.

There is no development plan adopted by a relevant authority that applies to the land of that is proposed to be subject to a consent ballot.

- (2) The date of a subdivision order that applies to the land.

There is no subdivision order that applies to the land

- (3) Words and expressions used in this section have the same meaning as in this Regulation, Part 10 and the Act, Schedule 7.

15. Property vegetation plans

The land is not land to which a property vegetation plan approved under Part 4 of the Native Vegetation Act 2003 (and that continues in force) applies, only insofar as the Council has been notified of the existence of the plan by the person or body that approved the plan under the Act.

16. Biodiversity stewardship sites

The land is not a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016, but only insofar as the Council has been notified of the existence of the agreement by the Biodiversity Conservation Trust.

Note. Biodiversity stewardship agreements include biobanking agreements the *Threatened Species Conservation Act 1995*, Part 7A that are taken to be biodiversity stewardship agreements under the *Biodiversity Conservation Act 2016*, Part 5

17. Biodiversity certified land

The land is not biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016.

Note. Biodiversity certified land includes land certified under the *Threatened Species Conservation Act 1995*, Part 7AA that is taken to be certified under the *Biodiversity Conservation Act 2016*, Part 8.

18. Orders under Trees (Disputes Between Neighbours) Act 2006

Whether an order has been made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land, but only if the council has been notified of the order.

No



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19. Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works

- (1) If the *Coastal Management Act 2016* applies to the council, whether the owner, or a previous owner, of the land has given written consent to the land being subject to annual charges under the *Local Government Act 1993*, section 496B, for coastal protection services that relate to existing coastal protection works.

No, the land is not subject to annual charges under the *Local Government Act 1993*, section 496B, for coastal protection services.

- (2) In this section –

existing coastal protection works has the same meaning as in the *Local Government Act 1993*, section 553B.

Note –

Existing coastal protection works are works to reduce the impact of coastal hazards on land, such as seawalls, revetments, groynes and beach nourishment, that existed before 1 January 2011.

20. Western Sydney Aerotropolis

The *State Environmental Planning Policy (Precincts—Western Parkland City) 2021* does not apply to land within the Cessnock local government area.

21. Development consent conditions for seniors housing

If *State Environmental Planning Policy (Housing) 2021, Chapter 3, Part 5* applies to the land, any conditions of a development consent granted after 11 October 2007 in relation to the land that are of the kind set out in that Policy, section 88(2).

No

22. Site compatibility certificates and development consent conditions for affordable rental housing

- (1) Whether there is a current site compatibility certificate under *State Environmental Planning Policy (Housing) 2021*, or a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land and, if there is a certificate –

- (a) the period for which the certificate is current, and
(b) that a copy may be obtained from the Department.

There is not a valid current or former site compatibility verification certificate for affordable rental housing on the land.



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- (2) If *State Environmental Planning Policy (Housing) 2021*, Chapter 2, Part 2, Division 1 or 5 applies to the land, any conditions of a development consent in relation to the land that are of a kind referred to in that Policy, clause 21(1) or 40(1).

No, Council is not aware of a condition of a development consent in relation to the land that are of a kind referred to in *State Environmental Planning Policy (Affordable Rental Housing) 2009*, Clause 17(1) or 38(1).

Note: Any conditions of a development consent in relation to land that are of a kind referred to in *State Environmental Planning Policy (Affordable Rental Housing) 2009*, clause 17(1) or 38(1). In this section, former site compatibility certificate means a site compatibility certificate issued under *State Environmental Planning Policy (Affordable Rental Housing) 2009*.

- (3) Any conditions of a development consent in relation to land that are of a kind referred to in *State Environmental Planning Policy (Affordable Housing) 2009*, clause 17(1) or 38(1).

No

- (4) In this section –

former site compatibility certificate means a site compatibility certificate issued under *State Environmental Planning Policy (Affordable Rental Housing) 2009*.

For further information, please contact Council's Assistant Strategic Planner on 02 4993 4100.

A handwritten signature in black ink, appearing to read "Peter Chrystal", is written over a faint, illegible stamp.

Peter Chrystal
Director Planning and Environment



HUNTER WATER CORPORATION

A.B.N. 46 228 513 446

SERVICE LOCATION PLAN

Enquiries: 1300 657 657

APPLICANT'S DETAILS



InfoTrack

3 TRADERS

HEDDON GRETA NSW

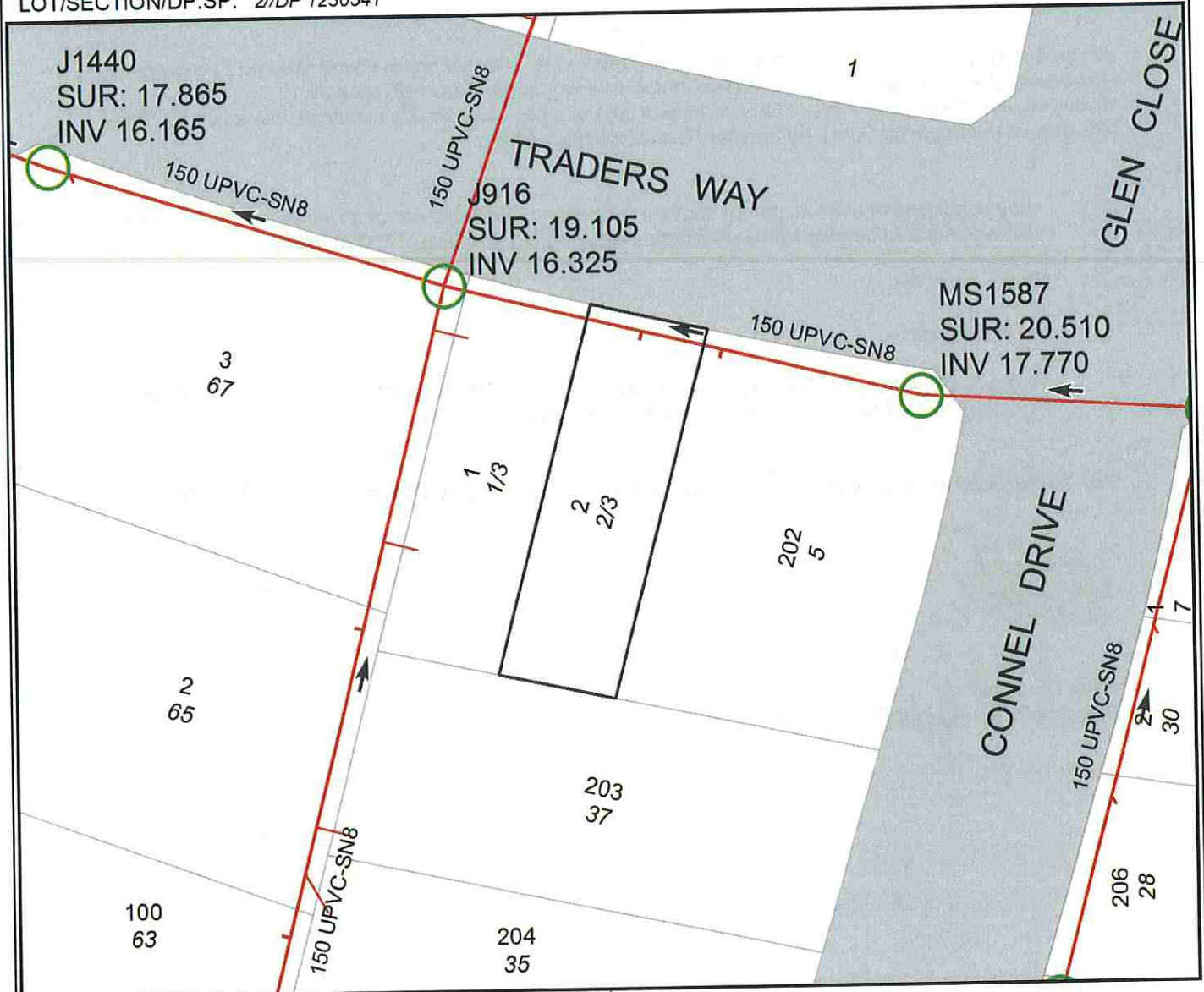
APPLICATION NO.: 2240061

APPLICANT REF: M 41933

RATEABLE PREMISE NO.: 8709597999

PROPERTY ADDRESS: 2/3 TRADERS WAY HEDDON GRETA 2321

LOT/SECTION/DP:SP: 2//DP 1230541



SEWER POSITION APPROXIMATE ONLY.
SUBJECT PROPERTY BOLDED.
ALL MEASUREMENTS ARE METRIC.

IF A SEWERMAIN IS LAID WITHIN THE BOUNDARIES OF THE LOT, SPECIAL REQUIREMENTS FOR THE PROTECTION OF THE SEWERMAIN APPLY IF DEVELOPMENT IS UNDERTAKEN. IN THESE CASES, IT IS RECOMMENDED THAT YOU SEEK ADVICE ON THE SPECIAL REQUIREMENTS PRIOR TO PURCHASE. PHONE 1300 657 657, FOR MORE INFORMATION.

IMPORTANT:
IF THIS PLAN INDICATES A SEWER CONNECTION IS AVAILABLE OR PROPOSED FOR THE SUBJECT PROPERTY, IT IS THE INTENDING OWNERS RESPONSIBILITY TO DETERMINE WHETHER IT IS PRACTICABLE TO DISCHARGE WASTEWATER FROM ALL PARTS OF THE PROPERTY TO THAT CONNECTION.

ANY INFORMATION ON THIS PLAN MAY NOT BE UP TO DATE AND THE CORPORATION ACCEPTS NO RESPONSIBILITY FOR ITS ACCURACY.

Date: 16/04/2024

Scale at A4: 1:500

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CONTOUR DATA © AAMHatch
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UTILITY DATA
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